

UNITED STATES BANKRUPTCY COURT
FOR THE
NORTHERN DISTRICT OF CALIFORNIA

ORDER FILED
04 MAR 16 PM 12:10
U.S. BANKRUPTCY COURT
NORTHERN DIST. OF CA.
SANTA ROSA, CA.

IN RE: ZEESHAN AHMED
Debtor(s)

:
:

Case No.: 04-10008-A
Chapter 7

REAFFIRMATION AGREEMENT

With respect to:

Account Number: 0007074500100886162

Secured Item: HONDA, VT75DCDL21, 2001, JH2RC44701M450181
(Vehicle Make, Model, Year, VIN)

Notwithstanding my petition in the United States Bankruptcy Court in this case, I, ZEESHAN AHMED ("Debtor"), do hereby reaffirm, promise, and agree to pay to GE Capital Consumer Card Corporation ("Creditor") the sum of \$1,986.00 (the "Reaffirmed Debt"). This amount is payable in 40 monthly payments of \$49.65 each. No additional finance charges will be imposed on the Reaffirmed Debt. No additional purchases may be made and no cash advances may be obtained.

Debtor promises and agree to pay to Creditor the Reaffirmed Debt beginning the first month following the month in which (1) this Agreement is filed with the Bankruptcy Court or (2) Bankruptcy Court approval is obtained, if required (the "Initial Payment Due Date"), and each month thereafter until paid in full. A copy of the sales slip is furnished with this Agreement.

Debtor and Creditor understand that, so long as Debtor is not in default under this Agreement or this Agreement is not rendered unenforceable, this Agreement permits Debtor to retain the above-described secured item (the "Collateral") in which Creditor has a security interest. Creditor's security interest in the Collateral shall terminate upon payment in full of all amounts due under this Agreement.

Debtor believes that based upon the age and condition of the Collateral, the Collateral has a value of approximately \$3200.00. The Debtor believes that this Agreement is in his/her best interest based upon the entirety of the consideration that he/she is to receive hereunder, including the ability to retain the Collateral.

Debtor and Creditor agrees that this Agreement will be void and unenforceable if: (1) this Agreement is not signed by Debtor and Debtor's attorney and filed with the Bankruptcy Court on or prior to Debtor's discharge date and, if necessary, approved by the above-captioned Bankruptcy Court; (2) Debtor timely rescinds this Agreement; or (3) Debtor does not obtain a discharge in the above-captioned case. In such circumstance, Creditor shall retain any and all rights and remedies not prohibited by applicable law (including bankruptcy law) that Creditor has under your account terms and applicable law.

THIS AGREEMENT MAY BE RESCINDED AT ANY TIME PRIOR TO DEBTOR'S DISCHARGE OR WITHIN SIXTY (60) DAYS AFTER THIS AGREEMENT IS FILED WITH THE BANKRUPTCY COURT, WHICHEVER OCCURS LATER, BY GIVING ORAL OR WRITTEN NOTICE OF RESCISSION TO CREDITOR.

THIS AGREEMENT IS NOT REQUIRED UNDER TITLE 11 OF THE UNITED STATES CODE (THE BANKRUPTCY CODE), UNDER NON-BANKRUPTCY LAW, OR UNDER ANY AGREEMENT NOT IN ACCORDANCE WITH SECTION 524(c) OF THE BANKRUPTCY CODE.

Date: 03-05-04

[Signature]
Debtor's Signature

607586633
Social Security No.

Home Phone: 415-482-8470

Co-Debtor's Signature

Social Security No.

23-SONOMA STREET #C
Home Address(es)

SAN RAFAEL
City

CA
State

94901
Zip

Daytime Phone No: 415-482-8470

ACCEPTED BY:

[Signature]
(Signature)

CREDITOR:

GE Capital Consumer Card Corporation

CREDITOR'S ADDRESS: 4125 Windward Plaza Drive, Building 300
Alpharetta, GA 30005

CREDITOR: GE Capital Consumer Card Corporation

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
0%	\$0.00	\$1,986.00	\$1,986.00

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
40	\$49.65	Monthly beginning: 5/1/2004

Security: The Collateral identified below, which secures your initial obligation, continues to secure the Reaffirmed Debt. Our security interest is in:

HONDA, VT75DCDL21. 2001, JH2RC44701M450181
(Vehicle Make, Model, Year, VIN)

Additional Information: See Reaffirmation Agreement for any additional information about nonpayment, default, and other relevant terms.

Itemization of Amount Financed:

Amount credited to your account (the amount of debt you are reaffirming) \$1,986.00

ATTORNEY'S DECLARATION REGARDING REAFFIRMATION AGREEMENT

The undersigned hereby declares that I am the attorney who represented the above-named Debtor(s) during the course of negotiating the foregoing Reaffirmation Agreement, and that:

- (A) The Reaffirmation Agreement represents a fully informed and voluntary agreement by the Debtor(s);
- (B) The Reaffirmation Agreement does not impose an undue hardship on the Debtor(s) or a dependent of the Debtor(s);
- (C) I fully advised the Debtor(s) of the legal effect and consequences of the Reaffirmation Agreement and of any defaults under the Reaffirmation Agreement and other options available to the Debtor(s), including if applicable retention;
- (D) The Debtor(s) had not received a discharge under the Bankruptcy Code as of the date the Debtor(s) signed the Reaffirmation Agreement; and
- (E) I have consulted with the Debtor(s) regarding the condition of the collateral and the value thereof.

Date: _____

2.24.04

Signature of Attorney for the Debtor(s)

JOHN A VOS
ATTORNEY AT LAW
1430B LINCOLN AVE.
SAN RAFAEL, CA 94901